#### **CITY OF FAIRFIELD**

#### **RESOLUTION NO. 2016 – 144**

# RESOLUTION OF THE CITY COUNCIL APPROVING PLANS AND SPECIFICATIONS AND AWARDING A CONTRACT TO VSS INTERNATIONAL, INC., FOR THE 2016 SEAL COAT PROJECT – LAUREL CREEK AND TRAVIS MEADOWS

WHEREAS, the bid opening for the 2016 Seal Coat Project – Laurel Creek and Travis Meadows took place on May 17, 2016; and

WHEREAS, the apparent low bidder was VSS International, Inc., in the amount of \$1,627,000; and

WHEREAS, staff has reviewed the bid documents from VSS International, Inc. and found them to be in order; and

WHEREAS, staff is recommending that the City Council award the contract to VSS International, Inc. as the lowest responsive and responsible bidder.

# NOW, THEREFORE, THE COUNCIL OF THE CITY OF FAIRFIELD HEREBY RESOLVES:

Section 1. The plans and specifications for the 2016 Seal Coat Project – Laurel Creek and Travis Meadows are hereby approved.

Section 2. The City Manager is authorized to enter into a contract with VSS International, Inc. for the 2016 Seal Coat Project – Laurel Creek and Travis Meadows in the amount of \$1,627,000.

Section 3. The City Manager is authorized to enter into an escrow agreement for security deposits in lieu of retention for said contract, if necessary.

Section 4. The City Manager is hereby authorized to implement the above-mentioned contract.

PASSED AND ADOPTED this 7<sup>th</sup> day of June 2016, by the following vote:

AYES:	COUNCILMEMBERS:	PRICE/ <del>IJMM</del> /BERTANI/MOY/VACCARO
NOES:	COUNCILMEMBERS:	NONE
ABSENT:	COUNCILMEMBERS:	Timm
ABSTAIN:	COUNCILMEMBERS:	NONE
		Name + Prices
ATTECT.	4	MAYOR /

CITY CLERK

pw

### ARTICLES OF AGREEMENT

	naid	
	EEMENT, made on the day of, 20, 20, by	
between CI	ITY OF FAIRFIELD, party of the first part, hereinafter called the CITY,	and
VSS INTER	RNATIONAL, INC., party of the second part, hereinafter called	the
CONTRACT	TOR.	
	tood Engineer representing the CITY shall be the City Engineer of Fairf tly or through properly authorized agents.	ield,
	TH, that the CONTRACTOR and the CITY, for the consideration hereing ee as follows:	after
I. SCOP	PE OF WORK	
The CONTR and labor ne project entitle	RACTOR hereby agrees to furnish all of the materials and all of the equipmecessary and to perform all of the work described in the specifications for led:	nent the
	2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows	
all in accorda	lance with the requirements and provisions of the following Documents wanted a part of this Agreement:	hich
a.	Plans prepared for same by City Staff	
	numbered 1-16	
	and dated April 18, 2016	
b.	Advertisement for Bids.	
C.	The Accepted Bid, dated5 - 17 - 2016	<u>_</u> .
d.	Instructions to Bidders.	
e.	<ol> <li>Specifications consisting of:</li> <li>Specific Provisions.</li> <li>City of Fairfield Standard Details and Specifications, 2014 edition.</li> <li>Standard Specifications issued by State of California, Department Transportation, Division of Highways, dated 2015.</li> </ol>	ıt of
f.	Performance Bond, dated	9.
g.	Labor and Material Bond, dated	<u>ل</u> .

All of said documents are intended to cooperate so that any work called for in one and not

Schedule C Bid Items - Cement Hill Road and Dover Avenue

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$6,700.50	\$6,700.50
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$8,500.00	\$8,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$10,773.00	\$10,773.00
4	AR CHIP SEAL FOR CEMENT HILL RD. CAPE SEAL	SY	27,500	\$3.06	\$84,150.00
5	SLURRY SEAL FOR CEMENT HILL RD. CAPE SEAL	SY	27,500	\$1.45	\$39,875.00
6	AR CHIP SEAL FOR DOVER AVE. CAPE SEAL	SY	22,720	\$3.06	\$69,523.20
7	SLURRY SEAL FOR DOVER AVE. CAPE SEAL	SY	22,720	\$1.44	\$32,716.80
8	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$23,026.50	\$23,026.50

Schedule C Bid = \$275,265.00

### Schedule D Bid Items - Industrial Drive & Court

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$600.20	\$600.20
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$1,000.00	\$1,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$315.00	\$315.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	7,820	\$1.41	\$11,026.20
5	TYPE III SLURRY SEAL	SY	7,820	\$1.58	\$12,355.60
6	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$840.00	\$840.00

Schedule D Bid = \$26,137.00

Schedule E Bid Items – Lyon Road

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$1,000.10	\$1,000.10
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,600.00	\$2,600.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$7,481.00	\$7,481.00
4	AR CHIP SEAL FOR CAPE SEAL	SY	13,030	\$3.09	\$40,262.70
5	SLURRY SEAL FOR CAPE SEAL	SY	13,030	\$1.44	\$18,763.20
6	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$3,260.00	\$3,260.00

# Schedule E Bid = \$73,367.00

Schedule F Bid Items - Corporation Yard Parking Lot

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION	LS	1	\$500.65	\$500.65
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$2,583.00	\$2,583.00
3	SLURRY SEAL WITH FIBER ADDITIVE	SY	9,905	\$1.47	\$14,560.35
4	PAINTED STRIPING & PAVEMENT MARKING	LS	1	\$6,253.00	\$6,253.00

# Schedule F Bid = \$23,897.00

## Schedule G Bid Items – Tabor Park Basketball Court

Item No.	Item of Work	Unit	Qty	Item Price	Total Price
1	MOBILIZATION	LS	1	\$483.00	\$483.00
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,050.00	\$1,050.00
3	SLURRY SEAL WITH FIBER ADDITIVE	SY	800	\$1.52	\$1,216.00
4	PAINTED COURT STRIPING	LS	1	\$1,549.00	\$1,549.00

Schedule G Bid = \$4,298.00

Total Bid = \$1,627,000.00

#### **IV.PROHIBITED INTERESTS**

No employee of the City of Fairfield shall have any direct financial interest in this contract. This contract shall be voidable at the option of the City if this provision is violated.

#### V. WORKERS' COMPENSATION

Contractor hereby certifies that Contractor is aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and that Contractor will comply with such provisions before commencing the performance of the work of this contract.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

ATTEST:	CITY OF FAIRFIELD
City Clerk Deputy	By: City Manager Com
	VSS INTERNATIONAL, INC. CONTRACTOR  By:  Jeff Roberts, Chief Operations Officer
	Title  Licensed in accordance with an act providing for the registration of contractors.
	Contractor's License:  a. Class: A, B, C-12  b. Number: 293727  c. Expiration Date: 3/31/2017  FEI Number: 94-2270766

#### EDD REPORTING REQUIREMENTS CHECKLIST

Departme		complete by the departme	in,		
Department:			Date of Contract:		
	ed by Res. No.:				
Person F	Reviewing EDD Requirements:		Phone:		
EDD RE	PORTING REQUIREMENTS.	When CITY executes an	agreement for or makes payment to CONSULTANT in the amount of		
			NSULTANT shall provide the following information to CITY to comply		
with EDD	reporting requirements:				
A.	Whether CONSULTANT is doi liability corporation, non-profit of	· ·	prietorship, partnership, limited liability partnership, corporation, limited organization.		
В.	If CONSULTANT is doing busing security number or federal tax		hip, CONSULTANT shall provide the full name, address and social e sole proprietor.		
C.	If CONSULTANT is doing busi tax identification number.	iness as other than a sole	proprietorship, CONSULTANT shall provide CONSULTANT's federal		
******	**************	**********	***********************************		
*					
Dear Cor	ntracting Company:				
Please ir	ndicate the type of business an		d Department, you are required to complete box 1 AND box 2 below.		
BOX 1	****		requesteu.		
BOX 1	·		ID ADDRESS		
	AME		ID ADDRESS		
FULL NA	All the same to th	NAME AN VSS Interna	ational, Inc.		
	All the same to th	NAME AN VSS Interna	ational, Inc.		
FULL NA	All the same to th	NAME AN VSS Interna	ational, Inc.		
FULL NA	SS	VSS Interna 3785 C West Sa	ational, Inc.		
FULL NA ADDRES CITY, ST	SS	VSS Interna 3785 ( West Sa	id address ational, Inc. Channel Drive cramento, CA 95691 AND SOCIAL SECURITY NUMBER AND/OR		
FULL NA	SS [ATE, ZIP	VSS Interna 3785 ( West Sa	id Address ational, Inc. Channel Drive Evamento, CA 95691 AND		
FULL NA ADDRES CITY, ST	SS  TATE, ZIP  TYPE OF BU	VSS Interna 3785 ( West Sa	id address ational, Inc. Channel Drive cramento, CA 95691 AND SOCIAL SECURITY NUMBER AND/OR		
FULL NA ADDRES CITY, ST	TYPE OF BU	NAME AN VSS Interna 3785 ( West Sa Usiness	id address ational, Inc. Channel Drive cramento, CA 95691 AND SOCIAL SECURITY NUMBER AND/OR		
FULL NA ADDRES CITY, ST	TYPE OF BUSINESS SOLE PROPRIETORSHIP PARTNERSHIP	NAME AN VSS Interna 3785 ( West Sa Usiness	id address ational, Inc. Channel Drive Evamento, CA 95691  AND  SOCIAL SECURITY NUMBER AND/OR FEDERAL ID NUMBER		
FULL NA ADDRES CITY, ST	TYPE OF BUSINESS SOLE PROPRIETORSHIP PARTNERSHIP LIMITED LIABILITY PARTS	NAME AN VSS Interna 3785 ( West Sa  Usiness	id address ational, Inc. Channel Drive cramento, CA 95691 AND SOCIAL SECURITY NUMBER AND/OR		

PLEASE RETURN THIS FORM WITH THE SIGNED CONTRACT TO THE CITY OF FAIRFIELD

NON-PROFIT CORPORATION OTHER FORM OF ORGANIZATION

#### PERFORMANCE BOND

Bond No: 929635722 Premium: \$4,881.00

#### KNOW ALL PERSONS BY THESE PRESENTS that:

these presents.

WHEREAS the City of Fairfield ("City") has awarded to VSS International, Inc.,
3785 Channel Drive, West Sacramento, CA 95691
(Name and address of Contractor)  ("Contractor") a contract (the "Contract") for the work described as follows:
2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows
WHEREAS, Contractor is required under the terms of the Contract to furnish a bond for the faithful performance of the Contract.
NOW, THEREFORE, we, the undersigned Contractor, as Principal, and
Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604
,
(Name and address of Surety) ("Surety") a duly admitted surety insurer under the laws of the State of California, as
Surety, are held and firmly bound unto City in the penal sum of
One Million Six Hundred Twenty Seven Thousand Dollars and 00/100
Dollars (\$_1,627,000.00), this amount being not less than one hundred
percent (100%) of the total contract price, in lawful money of the United States of
America, for the payment of which sum well and truly to be made, we bind ourselves, our
neirs, executors, administrators, successors, and assigns, jointly and severally, firmly by

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform all the undertakings, terms, covenants, conditions and agreements in the Contract and any alteration thereof made as therein provided, on the Contractor's part to be kept and performed, all within the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and hold harmless City, its officers, agents, and others as therein provided, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849. City is the principal beneficiary of this bond and has all rights of a party hereto.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 16, 2016	
"Contractor"	"Surety"
VSS International, Inc.	Western Surety Company
By: Title Jeff Roberts Chief Operations Officer	By:
By:	By:
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

validity of that document.
State of California County of)
On
personally appeared <u>Jeff Roberts</u>
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  JOHN KOCH Commission # 2057783 Notary Public - California Yolo County
Signature (Seal)

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature \_\_\_\_

validity of that document.	, , , , , , , , , , , , , , , , , , ,	
State of California County of Sacramen	to	
On June 16, 2016	before me,	Rosalie A. Miszkiel, Notary Public  (insert name and title of the officer)
		(insert name and title of the officer)
subscribed to the within instruhis/her/their authorized capac person(s), or the entity upon the subscribed in the subscr	s of satisfactory e ment and acknow ity(ies), and that b behalf of which the PERJURY under t	vidence to be the person(s) whose name(s) is/are eledged to me that he/she/they executed the same in by his/her/their-signature(s) on the instrument the e person(s) acted, executed the instrument.  the laws of the State of California that the foregoing
WITNESS my hand and officia		ROSALIE A. MISZKIEL COMM. #2009058 Notary Public-California SACRAMENTO COUNTY My Comm. Exp. Feb. 28, 2017

(Seal)

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn E Patton, Rosalie A Miszkiel, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.



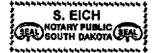
WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires
February 12, 2021



S. Eich, Notary Public

#### CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this <a href="16th">16th</a> day of <a href="June">June</a>, <a href="2016">2016</a>.



WESTERN SURETY COMPANY

J. Relson, Assistant Secretary

# PAYMENT BOND (LABOR AND MATERIALS)

Bond No: 929635722 Premium: Included in Performance Bond

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has awarded toVSS International, Inc.,
3785 Channel Drive, West Sacramento, CA 95691
("Contractor"), a contract (the "Contract") for the work described as follows:
2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows
WHEREAS, Contractor is required under the terms of the Contract and the California Civil Code to secure the payment of claims of laborers, mechanics, materialmen, and other persons as provided by law.
NOW, THEREFORE, we, the undersigned Contractor, as Principal, and
Western Surety Company, 333 South Wabash Avenue, Chicago, IL 60604
(Name and address of Surety)  ("Surety") a duly admitted surety insurer under the laws of the State of California, as Surety, are held and firmly bound unto City in the penal sum of  One Million Six Hundred Twenty Seven Thousand Dollars and 00/100
Dollars (\$1,627,000.00), this amount being not less than one hundred percent (100%) of the total contract price, in lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.
THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor, his, her or its heirs, executors, administrators, successors or assigns, or subcontractors shall fail to pay any of the persons named in Section 3181 of the California Civil Code, or any amounts due under the Unemployment Insurance Code with respect to work or labor performed under the Contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code, with respect to work or labor performed under the Contract, the Surety will pay for the same in an amount not exceeding the penal sum specified in this bond; otherwise, this obligation shall become null and void.

This bond shall inure to the benefit of any of the persons named in Section 3181 of the California Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon the bond. In case suit is brought upon this bond, Surety further agrees to pay all court costs and reasonable attorneys' fees in an amount fixed by the court.

FURTHER, the Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, addition or modification to the terms of the Contract, or of the work to be performed thereunder, or the specifications for the same, shall in any way affect its obligations under this bond, and it does hereby waive notice of any such change, extension of time, alteration, addition, or modification to the terms of the Contract or to the work or to the specifications thereunder. Surety hereby waives the provisions of California Civil Code §§ 2845 and 2849.

IN WITNESS WHEREOF, two (2) identical counterparts of this instrument, each of which shall for all purposes be deemed an original hereof, have been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: June 16, 2016	
"Contractor"	"Surety"
VSS International, Inc.	Western Surety Company
By:	BY:
Title Jeff Roberts, Chief Operations Officer	Title Thomas R. Hucik, Attorney-in-Fact
By:	Ву:
Title	Title
(Seal)	(Seal)

Note: This bond must be executed in duplicate and dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California County of
On 6-16-2016 before me, John Koch, Notary (insert name and title of the officer)
personally appeared
I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.
WITNESS my hand and official seal.  JOHN KOCH Commission # 2057783 Notary Public - California Yolo County My Comm. Expires Feb 13, 2018  (Seal)

## CALIFORNIA ALL-PURPOSE-ACKNOWLEDGMENT

individual who signed the document, to which this certificate is attached, and not the trustfulness, accuracy, or validity of that document. State of California \*\*SEE ATTACHED\*\* ) County of \_\_\_\_\_\_) Personally appeared \_\_\_\_\_\_\_Name(s) of Signer(s) Who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledgment to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. Signature \_\_\_ Signature of Notary Public Place Notary Seal Above ---- OPTIONAL----Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document. **Description of Attached Document** Title or Type of Document: \_\_\_\_\_\_ Document Date: \_\_\_\_\_ Number of Pages: \_\_\_\_\_ Signer(s) Other Than Named Above: \_\_\_\_ Capacity(ies) Claimed by Signer(s) Signer's Name: Signer's Name: \_\_\_ ☐ Corporate Officer – Title(s):\_\_\_\_\_ ☐ Corporate Officer – Title(s):\_\_\_\_\_ ☐ Partner – ☐ Limited ☐ General ☐ Partner — ☐ Limited ☐ General ☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact ☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator ☐ Other: ☐ Other: Signer Is Representing: Signer Is Representing:

A notary public or other officer completing this certificate verifies only the identity of the

### **ACKNOWLEDGMENT**

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tandity of that acca	morre.	
State of California County ofSa	cramento	)
On _ June 16, 2016	before me,	Rosalie A. Miszkiel, Notary Public
		(insert name and title of the officer)
personally appeared _	Thomas R. Hucik	
who proved to me on subscribed to the with his/her/their authorize	the basis of satisfactory e in instrument and acknow d capacity(ies), and that b	evidence to be the person(s) whose name(s) is/are vieldged to me that he/she/they executed the same in by his/her/their-signature(s) on the instrument the e person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.





# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn E Patton, Rosalie A Miszkiel, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.



WESTERN SURETY COMPANY

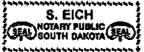
Paul T. Bruflat, Vice President

State of South Dakota County of Minnehaha

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On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My conditionion explica	, i
	\$
February 12, 2021	Ž.



S. Eich, Notary

S. Eich, Notary Public

#### CERTIFICATE



WESTERN SURETY COMPANY

J. Nelson, Assistant Secretary

#### CITY OF FAIRFIELD STATE OF CALIFORNIA

#### **PROPOSAL**

#### 2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows

To the City Clerk of the City of Fairfield:

The undersigned declares that he has examined the locations of the proposed work, that he has examined the plans, specifications, and all the contract documents, and hereby proposes to furnish all materials, labor, equipment, and perform all the work in strict accordance with said plans, specifications, and contract documents in consideration of the attached schedule.

The undersigned further agrees that, upon written acceptance of this bid, he will within fifteen (15) working days of receipt of such notice execute a formal contract agreement with the City of Fairfield, with necessary bonds and certificate and city standard form endorsement of insurance. He also agrees that, in the case of default in executing the contract, the proceeds of the check or bond accompanying his bid shall become the property of the City of Fairfield.

The undersigned agrees that, if awarded the contract, he will commence the work upon written notice to proceed and shall diligently prosecute the same to completion before the expiration of **70 working days** from the date of said written notice to proceed.

Bids are to be submitted for the entire work.

The amount of the bid for comparison purposes will be total amount of bid.

The bidder shall set forth for each unit basis item of work an item price and a total for the item, and for each lump sum item a total for the item, all in clearly legible figures in the respective spaces provided for this purpose. In the case of unit basis items, the amount set forth under the "Total" column shall be the extension of the item price bid on the basis of the estimated quantity for this item.

In case of discrepancy between the item price and the total set forth for a unit basis item, the item price shall prevail, provided, however, if the amount set forth as an item price is ambiguous, unintelligible or uncertain for any cause, or is omitted, or is the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail and shall be divided by the estimated quantity for the item and the price thus obtained shall be the item price.

The following quantities are approximate only, being given as a basis for the comparison of bids, and the City of Fairfield does not expressly or by implication agree that the actual amount of work will correspond therewith and reserves the right to increase or decrease the amount of any portion of the work or to omit portions of the work as may be deemed necessary or advisable by the Engineer. The undersigned further agrees to accept the aforesaid unit bid prices in compensation for any additions or deductions caused by variation in quantity due to more accurate measurement or by any changes or alterations in the plans or specifications of the

work.
Bidder acknowledges receipt of the following addenda:
ADDENDUM 1 - DATED 4/21/16
ADDENDUM 2 - DATED 5/11/16

### 2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows

#### **BID SCHEDULE**

#### Schedule A Bid Items – Laurel Creek

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$12,100.50	\$12,100.50
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$56,000.00	\$56,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$20,695.00	\$20,695.00
4	AR CHIP SEAL FOR CAPE SEAL	SY	96,400	\$3.02	\$291,128.00
5	SLURRY SEAL FOR CAPE SEAL	SY	96,400	\$1.44	\$138,816.00
6	SLURRY SEAL WITH FIBER ADDITIVE	SY	325,550	\$1.41	\$459,025.50
7	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$53,760.00	\$53,760.00

Schedule A Bid= \$ 1,031,525.00

#### Schedule B Bid Items - Travis Meadows

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$6,800.25	\$6,800.25
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$6,000.00	\$6,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$5,176.00	\$5,176.00
4	AR CHIP SEAL FOR CAPE SEAL	SY	24,490	\$3.02	\$73,959.80
5	SLURRY SEAL FOR CAPE SEAL	SY	24,490	\$1.42	\$34,775.80
6	SLURRY SEAL WITH FIBER ADDITIVE	SY	34,740	\$1.41	\$48,983.40
7	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$16,815.75	\$16,815.75

Schedule B Bid = \$\_\_\_\_192,511.00

Schedule C Bid Items - Cement Hill Road and Dover Avenue

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$6,700.50	\$6,700.50
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$8,500.00	\$8,500.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$10,773.00	\$10,773.00
4	AR CHIP SEAL FOR CEMENT HILL RD. CAPE SEAL	SY	27,500	\$3.06	\$84,150.00
5	SLURRY SEAL FOR CEMENT HILL RD. CAPE SEAL	SY	27,500	\$1.45	\$39,875.00
6	AR CHIP SEAL FOR DOVER AVE. CAPE SEAL	SY	22,720	\$3.06	\$69,523.20
7	SLURRY SEAL FOR DOVER AVE. CAPE SEAL	SY	22,720	\$1.44	\$32,716.80
8	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$23,026.50	\$23,026.50

Schedule C Bid = \$\_\_\_\_275,265.00

Schedule D Bid Items - Industrial Drive & Court

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$600.20	\$600.20
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$1,000.00	\$1,000.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$315.00	\$315.00
4	SLURRY SEAL WITH FIBER ADDITIVE	SY	7,820	\$1.41	\$11,026.20
5	TYPE III SLURRY SEAL	SY	7,820	\$1.58	\$12,355.60
6	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$840.00	\$840.00

Schedule D Bid = \$\_\_\_\_\_26,137.00

Schedule E Bid Items - Lyon Road

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION AND PROJECT SIGNAGE	LS	1	\$1,000.10	\$1,000.10
2	TRAFFIC CONTROL & CONSTRUCTION SIGNAGE	LS	1	\$2,600.00	\$2,600.00
3	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$7,481.00	\$7,481.00
4	AR CHIP SEAL FOR CAPE SEAL	SY	13,030	\$3.09	\$40,262.70
5	SLURRY SEAL FOR CAPE SEAL	SY	13,030	\$1.44	\$18,763.20
6	THERMOPLASTIC STRIPING, RAISED PAVEMENT MARKERS & PAVEMENT MARKING	LS	1	\$3,260.00	\$3,260.00

Schedule E Bid = \$\_\_\_\_\_73,367.00

Schedule F Bid Items - Corporation Yard Parking Lot

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$500.65	\$500.65
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$2,583.00	\$2,583.00
3	SLURRY SEAL WITH FIBER ADDITIVE	SY	9,905	\$1.47	\$14,560.35
4	PAINTED STRIPING & PAVEMENT MARKING	LS	1	\$6,253.00	\$6,253.00

Schedule F Bid = \$\_\_\_\_\_23,897.00

Schedule G Bid Items - Tabor Park Basketball Court

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1	\$483.00	\$483.00
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1	\$1,050.00	\$1,050.00
3	SLURRY SEAL WITH FIBER ADDITIVE	SY	800	\$1.52	\$1,216.00
4	PAINTED COURT STRIPING	LS	1	\$1,549.00	\$1,549.00

Schedule G Bid = \$\_\_\_\_\_4,298.00

Schedule H Bid Items - Police Department Parking Lot

Item No.	Item of Work	Unit	Quantity	Item Price	Total Price
1	MOBILIZATION	LS	1		
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	1		
3	SLURRY SEAL WITH FIBER ADDITIVE	S¥	<del>2,780</del>		
4	PAINTED STRIPING & PAVEMENT MARKING	LS	4		

Total Bid = \$	1,627,000.00

Schedule H Bid = \$

Bidder shall complete the form for each base bid schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.

#### 2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows

#### **DESIGNATION OF SUBCONTRACTORS**

In accordance with Section 8 of the General Provisions of the City of Fairfield Standard Specifications and Details for this contract, the following list of subcontractors is submitted with the proposal and made a part thereof. The bidder shall note that he shall perform with his own organization at least 50% of the work with the remainder of the work performed by subcontractors.

If the Contractor fails to specify a subcontractor for any portion of the work to be performed under the contract, he shall be deemed to have agreed to perform such portion himself, and he shall not be permitted to subcontract that portion of the work except under the conditions hereinafter set forth.

Subletting or subcontracting of any portion of the work for which no subcontractor was designated in the original bids shall only be permitted in cases of public emergency or necessity, and then only after receiving written approval from the Engineer.

The name, CSLB license number, and location of the place of business of each subcontractor who will perform work or labor or render service to the Contractor in or about the construction of the project, the portion of the work to be performed by each subcontractor, and the percent of the total contract to be performed by each subcontractor, is set forth below. All columns are to be filled out. However, the information on percent of total contract may be submitted either with the bid, or within twenty-four (24) hours after the deadline for receipt of bids.

Su	bcontractor's Name and Address	Subcontractor's CSLB License Number	Portion of Work or Items to be Performed	Percent of Total Bid <sup>1</sup>
1)	Chrisp Company 1805 East Beamer Rd. Woodland, CA 95776	374600	Striping removal and replacement	8.99%
2)	Professional Tree Care Company P.O. Box 2377 Berkeley, CA 94702	676952	Tree Trimming	0.57%
3)				
4)				
5)				

Note: Attach additional sheets if required

<sup>1.</sup> Must be submitted within 24-hours of deadline for receipt of bids.

VSS Intern	ational, Inc.
Name of Firm	· · · · · · · · · · · · · · · · · · ·
3785 Channel Drive, We	est Sacramento CA 95691
Business Address	
916-37	73-1500
Phone Number	
/ /	
	•
1//	Jordan Reed, Treasurer
Signature of Responsible	Official
Contractor's License:	A B C12
A. Class:	A, B, C12
/b. Number:	293727
c. Expiration Date:	3/31/2017

If corporation or partnership, give legal name of corporation, president, secretary, treasurer, or names of all partners.

Jeffrey R. Reed - President
Jordan X. Reed - Treasurer
Diane M. Minor - Secretary

FEI Number: \_\_\_\_\_94-2270766

# NONCOLLUSION DECLARATION TO BE EXECUTED BY BIDDER AND SUBMITTED WITH BID

The undersigne	ed declares:			
I am the the foregoing bi	Treasurer id.	of _	VSS International, I	nc, the party making
The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.				
joint venture, lir	nited liability company he or she has full po	y, limited	l liability partnership, or	corporation, partnership, any other entity, hereby cute, this declaration on
	orrect and that this		aws of the State of Cali ation is executed on state].	fornia that the foregoing 5/12/2016_ [date], at
5/12/2	2016	_		Jordan Reed, Treasurer
(Date)		(	(Signature)	
NOTE: TH	HIS FORM MUST BE	NOTARI	zed/	

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

Signature \_

State of California County ofYo	ilo	)	
On May 12, 2016	before me,	John Koch, Notary	
	,	(insert name and title of	of the officer)
personally appeared	Jordan Reed		
who proved to me on subscribed to the with his/her/their authorize	the basis of satisfactory e nin instrument and acknow ed capacity(ies), and that b	evidence to be the person(s) vledged to me that he/she/th by his/her/their signature(s) be person(s) acted, executed	ney executed the same in on the instrument the
I certify under PENAL paragraph is true and		the laws of the State of Cali	fornia that the foregoing
WITNESS my hand a	ınd official seal.		JOHN KOCH Commission # 2057783

(Seal)

Notary Public - California Yolo County My Comm. Expires Feb 13, 2018

#### **BID BOND**

KNOW ALL PERSONS BY THESE PRESENTS that:

WHEREAS the City of Fairfield ("City") has issued an invitation for bids for the work described as follows:

# 2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows

WHEREAS_	VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691
("Contractor"	(Name and address of Bidder) ') desires to submit a bid to City for the work.
WHEREAS, I to furnish a fo	bidders are required under the provisions of the California Public Contract Code orm of bidder's security with their bid.
NOW, THER	EFORE, we, the undersigned Contractor, as Principal, and
Western Suret	ty Company, 333 South Wabash Avenue, Chicago, IL 60604
("Surety") a d	(Name and address of Surety) Ituly admitted surety insurer under the laws of the State of California, as Surety,
are held and t	firmly bound unto City in the penal sum of10% of the Total Amount of the Bid
Dollars (\$ <u>10</u>	0% BID), being not less than ten percent (10%) of the total
bid price, in la	awful money of the United States of America, for the payment of which sum wel
and truly to be	e made, we bind ourselves, our heirs, executors, administrators, successors,
and assigns, j	jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH THAT, if the hereby bounded Contractor is awarded a contract for the work by City and, within the time and in the manner required by the bidding specifications, enters into the written form of contract included with bidding specifications, furnishes the required bonds, one to guarantee faithful performance and the other to guarantee payment for labor and materials, and furnishes the required insurance coverages, then this obligation shall become null and void; otherwise, it shall be and remain in full force and effect.

In case suit is brought upon this bond, Surety further agrees to pay all court costs incurred by City in the suit and reasonable attorneys' fees in an amount fixed by the court. Surety hereby waives the provisions of California Civil Code § 2845.

IN WITNESS WHEREOF, this instrument has been duly executed by Contractor and Surety, on the date set forth below, the name of each corporate party being hereto affixed and these

presents duly signed by its undersigned representative(s) pursuant to authority of its governing body.

Dated: May 11, 2016	
"Contractor"	"Surety"
VSS International, Inc.	Western Surety Company
By: Title ordan Rud, Treasurer	By:
By:	By:
(	

Note: This bond must be dated, all signatures must be notarized, and evidence of the authority of any person signing as attorney-in-fact must be attached.

(Seal)

(Seal)

# California All Purpose Acknowledgment

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of	California	
County of	Sacramento	
On <u>May 11</u>	, 2016 , before me,	Lynn E. Patton, Notary Public  Name & Title of Officer/Notary
personally a	• •	s) of Signers(s)
name <del>(s)</del> is/e he/she/ <del>they</del> his/her/ <del>thei</del> r	are subscribed to the within instress. executed the same in his/her/the	ory evidence to be the person(s) whose rument and acknowledged to me that eir authorized capacity(ies), and that by e person(s), or the entity upon behalf of ument.
I certify und	er PENALTY OF PERJURY under the	e laws of the State of California that the
foregoing po	aragraph is true and correct.	LYNN E. PATTON
WITNESS my	hand and official seal.  L. Adda  Notary Public	Commission # 1999867 Notary Public - California Sacramento County My Comm. Expires Dec 3, 2016
-	(The information below is a contracted Document	not required by law)
	Document	
Date of Doc	ument	No. of Pages
Other Signer	(s)	

# Western Surety Company

#### POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

David Weise, Thomas R Hucik, Lynn E Patton, Rosalie A Miszkiel, Nicki Moon, Individually

of Rancho Cordova, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

#### - In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 17th day of June, 2015.



WESTERN SURETY COMPANY

Paul T Bruffat Vice President

State of South Dakota County of Minnehaha

ss

On this 17th day of June, 2015, before me personally came Paul T. Bruflat, to me known, who, being by me duly swom, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires	કું લગ્ન ભાગ અન્ય બાંગ લગ્ન અન્ય અન્ય અન્ય અન્ય અન્ય અન્ય અન્ય અન		
February 12, 2021	S. EICH NOTARY PUBLIC (FA) SOUTH DAKOTA (FA)	9	
	**************************************	w. rich	
	CERTIFICATE	S. Eich, Notary Publ	ic

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 11th day of May 2016.



WESTERN SURETY COMPANY

J. Nelson/ L. Nelson, Assistant Secretary

## **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

attached, and not the truthfulness, accuracy, validity of that document.	or
State of California County of Yolo	)
On 5/12/16 before me,	John Koch, Notary
	(insert name and title of the officer)
subscribed to the within instrument and acknown his/her/their authorized capacity(ies), and that to person(s), or the entity upon behalf of which the I certify under PENALTY OF PERJURY under to the subscribe subscribe subscribe subscribes and the subscribes are subscribed by the subscribed by the subscribes are subscribed by the subscribed	evidence to be the person(s) whose name(s) is/are vledged to me that he/she/they executed the same in by his/her/their signature(s) on the instrument the experson(s) acted, executed the instrument.
paragraph is true and correct.	
WITNESS my hand and official seal.	JOHN KOCH Commission # 2057783 Notary Public - California Yolo County
	My Comm. Expires Feb 13, 2018
Signature	_ (Seal)

#### CITY OF FAIRFIELD STATE OF CALIFORNIA

# 2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows

Addendum No. 1

April 21, 2016

This constitutes Addendum No. 1 to the Contract Documents for the 2016 SEAL COAT project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

#### PROJECT SPECIFICATIONS

#### Proposal (Blue Section):

 Replace page P-6 with P-6A attached. This addendum removes Schedule H from the Bid List.

#### Agreement (White Section):

2) Replace page A-6 with A-6A attached. This addendum removes Schedule H from the Bid List.

#### Special Provisions (Goldenrod Section):

3) Page SP-22, Section 30 "Asphalt Rubber Chip Seal," item 30.2 "Measurement and Payment." Replace entire item with:

#### "31.2 MEASUREMENT AND PAYMENT

The contract price paid per square yard for **the various** ASPHALT RUBBER CHIP SEAL FOR CAPE SEAL **bid items within bid schedules A, B, C, and E** shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals in doing all work involved in the application of asphalt rubber chip seal as specified in the project specifications, these Special Provisions, and as directed by the City Engineer."

4) Page SP-27, Section 31 "Slurry Seal – Types II and III," item 31.2 "Measurement and Payment." Replace entire item with:

#### "31.2 MEASUREMENT AND PAYMENT

The contract price paid per square yard for the various SLURRY SEAL FOR CAPE SEAL bid items within bid schedules A, B, C, and E, and TYPE III SLURRY SEAL within bid schedule D shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals and for doing all the work involved in the furnishing and placing of the slurry seal complete in place, cleaning the surface and protecting the slurry seal until it has set, all as specified in these specifications and as directed by the City Engineer."

- 5) Page SP-37, Section 34 "Striping, Markings and Raised Markers," item 34.2 "Paint Materials and Execution," Part B. Replace entire item with:
  - "B. Painted striping and pavement markings shall be used to replace the painted striping and pavement markings on the portions of the Corporation Yard parking lot (bid schedule F), and basketball court (bid schedule G) to be seal-coated. The configuration of the striping and pavement marking in the Corporation Yard parking lot shall not be modified. The basketball court shall be restriped as a full high school sized court to fit in the space provided, see table below and schematic layout in Appendix C."
- 6) Page SP-38, Section 34 "Striping, Markings and Raised Markers," item 34.3 "Measurement and Payment." Replace entire item with:

#### "34.3 MEASUREMENT AND PAYMENT

The lump sum contract price paid for PAINTED COURT STRIPING within bid schedule G, and PAINTED STRIPING & PAVEMENT MARKING within bid schedule F shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, for doing all the work involved in providing the painted basketball court striping and painted parking lot striping and pavement marking, as specified in the Contract Documents, and as directed by the City Engineer."

7) Page SP-44, Section 35 "Street Listing and Maps," remove part J. "Police Department Parking Lot Type II Slurry Seal with Fiber additive" in its entirety.

#### Appendix (White Section):

8) Appendix B "Seal Coat Street Maps," Remove Map G "Police Department Parking Lot" from the appendix.

APPROVED:

Julie B. Lucido P.I

City Engineer

ACKNOWLEDGEMENT:

Jordan Reed, Treasurer

ACTOR VSS International, Inc.

Schedule H Bid Items - Police Department Parking Lot

Item No.	Item of Work	Unit	Quantity	Item- Price	Total Price
1	MOBILIZATION	LS	1		
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	4		
3	SLURRY SEAL WITH FIBER ADDITIVE	\$¥	<del>2,780</del>		
4	PAINTED STRIPING & PAVEMENT MARKING	LS	1		

Schedule H Bid = \$			
Total Bid = \$			

Bidder shall complete the form for each base bid schedule legibly and in its entirety. Incomplete forms may be grounds for disqualification of the bid.

Schedule H Bid Items - Police Department Parking Lot

Item No.	Item of Work	Unit	Quantity	Item Price	<del>Total Price</del>
1	MOBILIZATION	LS	1		
2	REMOVE EX. STRIPING, PAVEMENT MARKING & RAISED PAVEMENT MARKERS	LS	4		
3	SLURRY SEAL WITH FIBER ADDITIVE	S¥	<del>2,780</del>		
4	PAINTED STRIPING & PAVEMENT MARKING	LS	1		

Schedule H Bid = \$	
Total Bid = \$	

#### CITY OF FAIRFIELD STATE OF CALIFORNIA

#### 2016 SEAL COAT PROJECT Laurel Creek and Travis Meadows

Addendum No. 2

May 11, 2016

This constitutes Addendum No. 2 to the Contract Documents for the 2016 SEAL COAT project. The Bidder shall acknowledge receipt of this Addendum on Page P-2 of the Bidder's Proposal (Blue Section) and attach this signed Addendum to the Bidder's Proposal when submitted.

#### PROJECT SPECIFICATIONS

#### **Special Provisions (Goldenrod Section):**

1) Page SP-27, Section 30 "Slurry Seal – Types II and III," item 31.1 "Materials and Execution," Insert Part G "Sweeping" as follows:

#### "G. SWEEPING

Self-propelled power brooms shall be used that are capable of removing loose aggregates generated by the slurry seal. Nylon gutter brooms shall be the only brooms used. On the day of the actual seal coat operations, no sweeping shall take place. Three (3) sweepings shall be performed after placement of the slurry seal to remove all loose aggregates. The Contractor must remove all loose aggregates as required by the City Engineer. During the sweeping, the sweeper shall use only the rear broom, the front brooms shall not be used during this sweeping operation. The initial sweeping shall be performed no sooner than three (3) and no more than five (5) calendar days after the slurry has been applied to the street. The two (2) remaining sweepings shall be performed no sooner than two (2) weeks and no later than five (5) weeks after the slurry has been applied to the street. The final sweeping on cul-de-sacs shall be performed no sooner than four (4) weeks and no later than six (6) weeks after the slurry has been applied to the street. The self-propelled power broom may not be able to pick up loose aggregates in some locations, thus the Contractor shall remove the loose aggregates in these locations using a vacuum sweeper or other acceptable means, as approved by the City Engineer. At the time of each sweeping, all loose materials shall likewise be removed from the sidewalks, driveways, landscaped areas. and properties adjacent to the work area either manually or by any other means acceptable to the City Engineer. The Contractor shall use water on these sweepings to achieve dust removal and the aggregates shall be salvaged and removed from the job site."

Page SP-35, Section 32 "Slurry Seal with Fiber Additive," item 32.1 "Materials and 2) Execution," Part H, Replace entire item with:

#### "H. SWEEPING

Self-propelled power brooms shall be used that are capable of removing loose aggregates generated by the slurry seal. Nylon gutter brooms shall be the only brooms used. On the day of the actual seal coat operations, no sweeping shall take place. Three (3) sweepings shall be performed after placement of the slurry seal to remove all loose aggregates. The Contractor must remove all loose aggregates as required by the City Engineer. During the sweeping, the sweeper shall use only the rear broom, the front brooms shall not be used during this sweeping operation. The initial sweeping shall be performed no sooner than three (3) and no more than five (5) calendar days after the slurry has been applied to the street. The two (2) remaining sweepings shall be performed no sooner than two (2) weeks and no later than five (5) weeks after the slurry has been applied to the street. The final sweeping on cul-de-sacs shall be performed no sooner than four (4) weeks and no later than six (6) weeks after the slurry has been applied to the street. The self-propelled power broom may not be able to pick up loose aggregates in some locations, thus the Contractor shall remove the loose aggregates in these locations using a vacuum sweeper or other acceptable means, as approved by the City Engineer. At the time of each sweeping, all loose materials shall likewise be removed from the sidewalks, driveways, landscaped areas, and properties adjacent to the work area either manually or by any other means acceptable to the City Engineer. The Contractor shall use water on these sweepings to achieve dust removal and the aggregates shall be salvaged and removed from the job site."

APPROVED:

City Engineer

ACKNOWLEDGEMENT:

CONTRACTOR

Jordan Reed, Treasurer

VSS International, Inc.



Labor Law Cal/OSHA Safety & Health Workers' Comp Self Insurance Apprenticeship Director's Office Boards

Public Works

#### Public Works Contractor (PWC) Registration Search

This is a listing of current and active PWC registrations pursuant to Division 2, Part 7, Chapter 1 (commencing with section 1720 of the California Labor Code.) Enter at least one search criteria to display active registered public works contractor(s) matching your selections.

Registration Year:

Current Fiscal Year: 2015/16

**PWC Registration Number:** 

example: 1234567890

Contractor Legal Name:

VSS International, Inc.

Contractor License Lookup

License Number:

example: 123456

Search

Select County

Reset

Export as:

Excel | PDF

Search Results

County:

One registered contractor found. 1

Details Legal Name	Registration Number	County	City	Registration Date	Expiration Date
View VSS INTERNATIONAL, INC.	1000001231	YOLO	WEST SACRAMENTO		06/30/2016

v2.20160101

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# Contractor's License Detail for License # 293727

DISCLAIMER: A license status check provides information taken from the CSLB license database. Before relying on this information, you should be aware of the following limitations.

CSLB complaint disclosure is restricted by law (B&P 7124.6) If this entity is subject to public complaint disclosure, a link for complaint disclosure will appear below. Click on the link or button to obtain complaint and/or legal action information.

Per B&P 7071.17, only construction related civil judgments reported to the CSLB are disclosed.

Arbitrations are not listed unless the contractor fails to comply with the terms of the arbitration.

Due to workload, there may be relevant information that has not yet been entered onto the Board's license database.

Data current as of 5/17/2016 3:27:17 PM

#### **Business Information**

VSS INTERNATIONAL INC PO BOX 981330 WEST SACRAMENTO, CA 95798 Business Phone Number:(916) 373-1500

Entity Corporation Issue Date 05/09/1974 Expire Date 03/31/2017

**License Status** 

#### This license is current and active.

All information below should be reviewed.

#### **Classifications**

A - GENERAL ENGINEERING CONTRACTOR

**B-GENERAL BUILDING CONTRACTOR** 

C12 - EARTHWORK AND PAVING

#### **Bonding Information**

#### Contractor's Bond

This license filed a Contractor's Bond with WESTERN SURETY COMPANY.

Bond Number: 929111068
Bond Amount: \$15,000
Effective Date: 01/01/2016
Contractor's Bond History

#### **Bond of Qualifying Individual**

The qualifying individual JEFFREY RANDOLPH REED certified that he/she owns 10 percent or more of the voting stock/membership interest of this company; therefore, the Bond of Qualifying Individual is not required.

Effective Date: 05/07/2002

BQI's Bond History

#### **Workers' Compensation**

This license has workers compensation insurance with the DEPARTMENT OF INDUSTRIAL RELATIONS

Policy Number:2106C Effective Date: 08/01/1988

Expire Date: None

## <u>Other</u>

Personnel listed on this license (current or disassociated) are listed on other licenses.